

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applegate Livestock Equipment, Inc.		08/12/2016	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Tarter Equipment, LLC		
Street Address:	10739 S. Highway 127		
City:	Dunnville		
State/Country:	KENTUCKY		
Postal Code:	45258		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4230382	APPLEGATE	
CORRESPONDENCE DATA			
Fax Number:	5025876391		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5025873400		
Email:	dnagle@stites.com		
Correspondent Name:	David W. Nagle, Jr.		
Address Line 1:	400 West Market St.		
Address Line 2:	Suite 1800		
Address Line 4:	Louisville, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	TA063/0TA32		
NAME OF SUBMITTER:	David W. Nagle, Jr.		
SIGNATURE:	/david w. nagle, jr./		
DATE SIGNED:	08/25/2016		
Total Attachments: 2			
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OP \$40.00 4230382

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment ("Assignment") is between: Applegate Livestock Equipment, Inc., an Indiana corporation located at 902 S. State Road 32, Union City, Indiana 47390 (hereinafter "Assignor"); and Tarter Equipment, LLC, a Kentucky limited liability company with a principal place of business at 10739 S. Highway 127, Dunnville, KY 45258 (hereinafter "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated of even date herewith, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee all of its trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms having sold, conveyed, assigned, transferred and delivered to the Assignee all of Assignor's right, title, and interest in and to U.S. Registration No. 4230382 for the following trademark, including the goodwill connected with the use of and symbolized by the trademark:

The logo for Applegate, featuring a stylized icon of three horizontal bars of increasing length to the left of the word "Applegate" in a bold, sans-serif font.

FURTHER, apart from the trademark set forth above, no corporate name, trademark, trade dress, or logo owned by Assignor may be affixed to Assignee's products or materials, or used in connection with Assignee's business without Assignor's prior written consent.

* * *

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered on August 12, 2016.

Applegate Livestock Equipment, Inc.

By: 

STATE OF _____)
COUNTY OF _____) ss
)

Subscribed and sworn to me on behalf of Applegate Livestock Equipment, Inc., an Indiana corporation, by STEVE SOMMERFELD this 12-day of August, 2016.

My commission expires: N/A


Notary Public

Ryan G. Kipp
Barrister & Solicitor

[SEAL]